

1 Michael S. Biggs, Esq. SBN: 237640
2 BIGGS LAW PC
3 Post Office Box 454
4 Petaluma, CA 94953-0454

(707) 763-8000 Telephone
(707) 763-8010 Facsimile

5 Attorney for Plaintiffs
6 PINOLEVILLE POMO NATION et al.

7
8 UNITED STATES DISTRICT COURT
9 FOR THE NORTHERN DISTRICT OF CALIFORNIA

10 PINOLEVILLE POMO NATION,
11 PINOLEVILLE POMO NATION
12 ENVIRONMENTAL ASSOCIATION AND
13 LEONA WILLIAMS,

14 Plaintiffs,

15 v.

Case No.: C 07 2648

DECLARATION OF GEORGE O.
PROVENCHER IN SUPPORT
OF PLAINTIFFS REPLY TO
MAYFIELD OPPOSITION BRIEF

16 UKIAH AUTO DISMANTLERS, WAYNE
17 HUNT ISABEL LEWRIGHT, WARRIOR
18 INDUSTRIES, INC., RICHARD MAYFIELD,
19 ROSS JUNIOR MAYFIELD, PAULA
20 MAYFIELD, KENNETH HUNT, U.S.
21 ALCHEMY CORPORATION AND DOES 1-
22 50, INCLUSIVE,

23 Defendants.

Date: 06/25/08
Time: 1:30 P.M.
Dept: Courtroom C, 15th Floor
Judge: Susan Illston

24
25 My name is George O. Provencher. I have personal knowledge of the facts stated herein,
26 unless expressly alleged on information and belief, and, if called as a witness, I could testify
27 competently thereto.
28

1. I believe the first scheduled settlement conference meeting was on Friday, February 8th. Present was the Pinoleville Pomo Nation Tribal Attorney, Mr. Michael S. Biggs, Mr. Hans Herb, attorney for Rick Mayfield, the Tribal Chairperson, Leona Williams, Rick Mayfield, his son, Ryan Mayfield, and myself.
2. At this meeting, Pinoleville Pomo Nation offered Mr. Rick Mayfield a “life estate” and perpetual use of the land, provided he would continue to abide by Tribal Ordinances and regulation. He was further offered release from all fines, attorney’s fees, and any other damages in exchange for ceding the property over to the Pinoleville Pomo Nation. Pinoleville Pomo Nation would also accept the liability for property taxes and the environmental remediation and cleanup of the site.
3. Mr. Rick Mayfield stated that there were liens against the property that he would want to settle and that he would like to sell the property for a fair market price.
4. We asked Rick Mayfield if he would furnish documentation as to the liens and his loan and copies of his repayment or mortgage agreements. He stated that he would provide this documentation in the week that followed this meeting.
5. Since that time, we have not received any of the documentation Rick Mayfield committed to providing.
6. I believe the second settlement conference meeting took place on Friday ,February 15th, at 5 PM. Present were Ryan Mayfield, Brent Mayfield, Rick Mayfield, myself, and Leona Williams, Tribal Chairperson, Michael S. Biggs, the Tribal Attorney, and Hans Herb, Attorney for Mr. Mayfield.

- 1 7. As I recall during this meeting, Rick Mayfield expressed a desire to achieve a
2 settlement to avoid the ongoing legal costs that were mounting for everyone. He and
3 Mr. Hunt stated that they would be very happy to sell their land for a reasonable price.
4 I explained to them that there were several advantages to working in partnership with
5 the Tribe, and that being incorporated on the reservation offered considerable tax
6 advantages in addition to the sales tax exemption Mr. Mayfield was already receiving.
7
- 8 8. Mr. Rick Mayfield stated that he still would prefer to sell the property and clear the
9 liens and that he would not want to default on the liens owing. We agreed that we
10 would be willing to discuss a fair market appraisal and possibly assist with the liens.
11 Toward the conclusion of the meeting, neither Rick Mayfield, nor Mr. Wayne Hunt
12 made any new proposal or suggestion for settlement.
13
14
- 15 9. Shortly thereafter we were sued by Mayfield's on false allegations of criminal
16 extortion.
17
- 18 10. On April 7th, following the deposition which took place in Willits, Michael S. Biggs and
19 I agreed to have dinner at the Perco's Restaurant with Hans Herb and Ryan Mayfield.
20 We talked from about 6:00 in the evening until nearly 10:00 after the restaurant closed.
21 There was a lot of positive discussion about how it would be so much better if some
22 kind of working partnership could be reached and that it would be good if the Mayfield
23 business could actually be involved in the restoration. We talked about how the Tribal
24 Leadership was primarily interested in restoring the land.
25
26
- 27 11. Ryan Mayfield asked if there was a possibility of doing some sort of a land trade and
28 whether the Pinoleville Pomo Nation had any commercial property and perhaps we

1 could just do a swap. I committed to having a conversation with Leona Williams to see
2 how she might feel about this idea. We also talked about how we really needed to get
3 some level of discussion going between the parties. It was a very good meeting and we
4 were actually very impressed with Ryan Mayfield. He committed to have also similar
5 conversations with his father, Rick Mayfield, and we agreed that we would try to set up
6 another meeting.
7

8 12. While I was attending a conference in Las Vegas, Nevada, on Saturday, April 26, 2008, I
9 received a phone call from Ryan Mayfield as I was checking into my hotel. He asked
10 me if I knew any professional appraisers because he was having trouble finding one
11 who was available. I said there were not many in the surrounding area who were
12 qualified to do certified appraisals, I also stated that they are usually expensive. I then
13 suggested he try to get maybe three market appraisals from local commercial realtors
14 and use that information to form an initial proposal to Pinoleville Pomo Nation, and If
15 we looked like we might be getting close to an agreement, then we could always
16 request a certified appraisal and perhaps pay for half the cost. I also told him that we
17 were willing to have another meeting, but that he and his father, Rick Mayfield should
18 come prepared to make a proposal, because so far, they had not done so. I also stated
19 that Pinoleville Pomo Nation would not be making the next proposal, and that we had
20 done that, and now it was their turn. Since that conversation, we have not heard
21 anything from either Ryan or Rick Mayfield.
22
23
24
25

26 I declare under the penalty of perjury that the foregoing is true and correct except to those
27 matters based on information and belief, and to those I believe them to be true. Executed in
28 Petaluma, California.

1 Dated June 20, 2008

/S/ George Provencher

2 George Provencher

3 Director of Tribal Operations